



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

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DAVID E. JANSSEN
Chief Administrative Officer

April 4, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

**APPROVAL OF NEGOTIATED REOPENER PROVISIONS
TO THE MEMORANDA OF UNDERSTANDING FOR
BARGAINING UNIT #611- PEACE OFFICERS
(3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve Amendment No. 2 to the Memorandum of Understanding (MOU) for the Peace Officers employee representation Unit 611.

PURPOSE OF THE RECOMMENDED ACTION

Negotiations under provisions for a contract re-opener for bargaining unit 611 have been completed. The accompanying amendment is the parties' joint recommendations to extend the term of the MOU, implement negotiated salary increases, salary structure modifications and other changes to address operational issues.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended action supports the County's Strategic Plan Goal of Workforce Excellence by correctly reflecting the terms of the MOU.

FISCAL IMPACT

The provisions of the amendment are within the parameters established by your Board. The County's pension actuary, Buck Consultants, has advised that the proposed salary adjustments exceed LACERA's current assumptions regarding salary inflation. However, when taken in conjunction with salary adjustments granted to these and other

Honorable Board of Supervisors
April 4, 2006
Page 2

County employees over the last three years, the proposed adjustments will have no negative impact on the funded status of the retirement system.

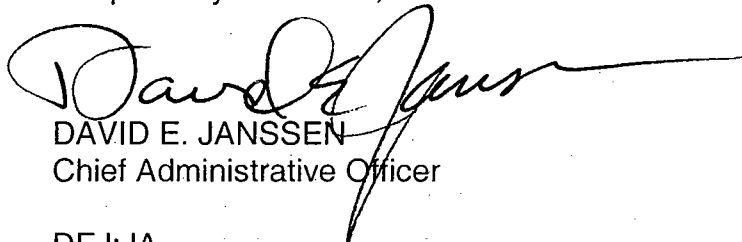
FACTS AND PROVISIONS

Amendment No. 2 to the Unit 611 MOU extends the term to January 31, 2009. The amendment also provides a manpower shortage adjustment of 3% (12 levels) on April 1, 2006; salary increases of 4% (16 levels) effective October 1, 2006; 3% (12 levels) effective August 1, 2007; and 3% (12 levels) effective August 1, 2008. To enhance recruitment efforts, the salary schedule of deputies will be modified from eight steps to six steps, resulting in an entry level increase of 11% (22 levels). To retain more experienced members of the bargaining unit, an additional step (5.5% - 22 levels) will be implemented April 1, 2007, and employees will progress from steps 2 through 5 at six-month intervals. Also, consistent with your Board's action on March 14, 2006, Amendment No 2 incorporates the Three Tiered Field Training Officer Program into the 611 MOU.

CONCLUSION

The accompanying amendment has been approved as to form by County Counsel.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer

DEJ:JA
PDC:rld

Attachments

c: Executive Officer, Board of Supervisors
County Counsel
Auditor-Controller

AMENDMENT NO. 2
MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO THE BOARD OF SUPERVISORS
REGARDING THE
PEACE OFFICERS
EMPLOYEE REPRESENTATION UNIT

THIS AMENDMENT NO. 2 TO MEMORANDUM OF UNDERSTANDING made and entered into this 4th day of April, 2006.

BY AND BETWEEN

Authorized Management Representative
(hereinafter referred to as
"Management") of the County of Los
Angeles (hereinafter referred to as
"County")

ASSOCIATION FOR LOS ANGELES
DEPUTY SHERIFFS (hereinafter
referred to as "ALADS" or "Union").

WHEREAS, on the 10th day of May, 2005, the parties entered into a Memorandum of Understanding regarding the Peace Officers Employee Unit, which Memorandum of Understanding was subsequently approved and ordered implemented by the County's Board of Supervisors; and

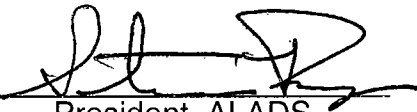
WHEREAS, as a result of mutual agreement, the parties desire to amend the MOU as set forth hereafter:

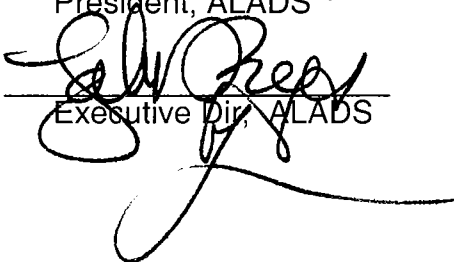
NOW, THEREFORE, the parties agree as follows:

1. Amend Article 5 – Term; to reflect an extension of the term of the MOU as appended hereto.
2. Amend Article 6 – Renegotiation; to reflect revisions necessary to correspond with an extension of the term of the MOU as appended hereto.
3. Amend Article 7 – Salaries; to reflect negotiated salary increases and salary structure changes as appended hereto.
4. Amend Article 10 – Uniforms; to provide a uniform allowance consistent with an extended contract term as appended hereto.
5. Amend Appendix G – Protective Survey; to reflect the implementation of the Three Tier Field Training Officer Program as appended hereto.
6. This Amendment No. 2 to said Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors and this Amendment No. 2 will be effective when and if approved by said Board of Supervisors in the same manner provided in Article 4, which was applicable to the implementation of the original Memorandum of Understanding.


IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 2 the day, month and year first above written.

ASSOCIATION FOR LOS ANGELES
DEPUTY SHERIFFS (ALADS)

By 
President, ALADS

By 
Executive Dir, ALADS

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By 
Chief Administrative Officer

By _____
Sheriff

By _____
District Attorney

ARTICLE 5 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 4, Implementation, are fully met. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on January 31, 2009.

ARTICLE 6 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, its request to commence negotiations, as well as its initial written proposals for such successor Memorandum of Understanding no later than September 15, 2008.

Negotiations shall begin no later than October 15, 2008. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by November 30, 2008, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 7 SALARIES

Section 1. Recommended Salary Adjustment

The parties agree jointly to recommend to County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit on the effective dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
2708	DEPUTY SHERIFF	CURRENT	NT	80F	3714.91	5425.82
		04/01/2006	NTW	85G	4260.73	5588.36
		10/01/2006	NTW	87A	4432.00	5813.00
		04/01/2007	NTX	87A	4432.00	6137.00
		08/01/2007	NTX	88B	4565.36	6321.73
		08/01/2008	NTX	89C	4702.45	6511.36
2712	DEPUTY SHERIFF IV	CURRENT		88F	4610.82	5727.91
		04/01/2006		89G	4749.36	5900.27
		10/01/2006		91A	4940.00	6137.00
		04/01/2007	NW	91A	4940.00	6479.00
		08/01/2007	NW	92B	5088.73	6673.64
		08/01/2008	NW	93C	5242.00	6874.18
2707	DEPUTY SHERIFF TRAINEE	CURRENT		80F	3714.91	4610.82
		04/01/2006		85G	4260.73	5294.00
		10/01/2006		87A	4432.00	5506.00
		08/01/2007		88B	4565.36	5671.18
		08/01/2008		89C	4702.45	5842.09
2889	INVESTIGATOR, DA	CURRENT		84F	4136.91	5139.64
		04/01/2006		85G	4260.73	5294.00
		10/01/2006		87A	4432.00	5506.00
		04/01/2007	NW	87A	4432.00	5813.00
		08/01/2007	NW	88B	4565.36	5987.91
		08/01/2008	NW	89C	4702.45	6167.73
2890	SENIOR INVESTIGATOR, DA	CURRENT	NW	92J	5177.82	6790.09
		04/01/2006	NW	93K	5333.00	6993.82
		10/01/2006	NW	95D	5547.18	7275.27
		04/01/2007	NX	95D	5547.18	7681.27
		08/01/2007	NX	96E	5713.73	7912.18
		08/01/2008	NX	97F	5885.73	8149.45

NOTE T Notwithstanding any other provision of the County Code or memorandum of understanding, employees in this class shall be compensated on an eight-step range, the sixth step being the fifth step of the salary schedule which is two standard salary schedules above the indicated schedule number, the seventh step being the fifth step of the salary schedule which is four standard salary schedules above the indicated schedule number, and the eighth step being the fifth step of the salary schedule which is six standard salary schedules above the indicated schedule number. Advancement to the eighth step shall occur only after completion of one year on the seventh step in this class and successful completion of Custody and Patrol training assignments. The rate or rates established by this provision constitute a base rate.

NOTE TW Notwithstanding any other provision of the County Code or memorandum of understanding, employees employed in this class shall be compensated on a six-step salary range, the sixth step being the fifth step of the salary schedule which is two standard salary schedules above the indicated schedule number. Advancement to the sixth step shall occur only after completion of one year on the fifth step and successful completion of Custody and Patrol training assignments. The rate or rates established by this provision constitute a base rate.

NOTE TX Notwithstanding any other provision of the County Code or memorandum of understanding, employees employed in this class shall be compensated on a seven-step salary range, the sixth step being the fifth step of the salary schedule which is two standard salary schedules above the indicated schedule number, and the seventh step being the fifth step of the salary schedule which is four standard salary schedules above the indicated schedule number. Advancement to the seventh step shall occur only after completion of one year on the sixth step and successful completion of Custody and Patrol training assignments. The rate or rates established by this provision constitute a base rate.

Note W Notwithstanding any other provision of the County Code, employees employed in this position shall be compensated on a six-step salary range, the sixth step being the fifth step of the salary schedule which is two standard salary schedules above the indicated schedule number. The rate or rates established by this provision constitute a base rate.

Note X Notwithstanding any other provision of the County Code, employees employed in this position shall be compensated on a seven-step salary range, the sixth step being the fifth step of the salary schedule which is two standard salary schedules above the indicated schedule number, and the seventh step being the fifth step of the salary schedule which is four standard salary schedules above the indicated schedule number. The rate or rates established by this provision constitute a base rate.

Effective April 1, 2006, members of the bargaining unit shall receive a 3% Manpower Shortage Range adjustment as reflected above.

Effective April 1, 2006, employees on eight step salary schedule step one will be placed on six step salary schedule step one for one (1) year before being advanced to the new salary schedule step two where they will remain for six months and then advance to the next step.

Effective April 1, 2006, employees on eight step salary schedule step two will be placed on six step salary schedule step one for the balance of their expected annual step advancement or six months, whichever is earliest, before being advanced to the new

salary schedule step two where they will remain for six months and then advance to the next step.

Effective April 1, 2006, employees on eight step salary schedule step three will be placed on six step salary schedule step one for the balance of their expected annual step advancement or six months, whichever is earliest, before being advanced to the new salary schedule step two where they will remain for six months and then advance to the next step.

Effective April 1, 2006, employees on eight step salary schedule step four will be placed on six step salary schedule step two for the balance of their expected annual step advancement or six months, whichever is earliest, before being advanced to the new salary schedule step three where they will remain for six months and then advance to the next step.

Effective April 1, 2006, employees on eight step salary schedule step five will be placed on six step salary schedule step three for the balance of their expected annual step advancement or six months, whichever is earliest, before being advanced to the new salary schedule step four where they will remain for six months and then advance to the next step.

Effective April 1, 2006, employees on eight step salary schedule step six will be placed on six step salary schedule step four for the balance of their expected annual step advancement or six months, whichever is earliest, before being advanced to the six step salary schedule step five and remain for one year and then advance to the next step.

Effective April 1, 2006, employees on eight step salary schedule step seven will be placed on the six step salary schedule step five for one year (until 4/1/07) before being advanced to the new salary schedule step six. Advancement to the seventh step shall occur only after completion of one year on the sixth step in the Deputy Sheriff class and successful completion of Custody and Patrol training assignments.

Effective April 1, 2006, employees who have been on current salary schedule step eight will be placed on the new salary schedule step six. These employees will be advanced to the new salary schedule step seven on April 1, 2007.

The rate or rates established by this provision constitute a base rate.

Section 12. Patrol Retention Bonus

Effective July 1, 2006, the bonus shall be paid monthly.

Effective February 1, 2000, employees covered by this agreement who are currently assigned to a patrol station and have been assigned to a patrol station for 36

consecutive months, twelve months of which must have been on the top step of the range, shall be entitled to a monthly Patrol Station Retention Bonus of eight (8) standard salary levels.

Thereafter, an employee who meets the criteria in this Section shall receive the bonus for each full month he/she was in a pay status and continued to be assigned to a patrol station.

If an employee voluntarily leaves a patrol station assignment the bonus shall be discontinued. If an employee returns to a patrol station and he/she was previously assigned to a patrol station for 36 consecutive months, twelve months of which was at the seventh step, he/she shall be entitled to the bonus.

Section 13 Step Acceleration (Deputy Sheriff, Item No. 2708)

Except for employees on advanced step placement; any Deputy Sheriff hired on or after April 1, 2006, will normally be placed on step one of the new range for one year before advancing to the new step two.

Employees on the second step of the new salary range shall advance to the third step of such range upon completion of six (6) months continuous service on step two. Employees who have completed six (6) months continuous service at the third step of the salary range shall be advanced to the forth step of the range and those employees

who have completed six (6) months continuous service at the fourth step of the new range shall be advanced to the fifth step of the new range. Employees shall complete

one (1) year of continuous service on step five before advancing to step 6. Eligible employees on step 6 will have to complete one (1) year of continuous service before advancing to step 7.

ARTICLE 10 UNIFORMS

Employees covered by this agreement and employed on November 1, 2008, shall be entitled to a lump sum payment of one thousand dollars (\$1000) in lieu of the uniform items previously issued and replaced under the 1979-1981 Memorandum of Understanding. Such payment shall be made between December 1, 2008, and December 15, 2008, by separate payroll warrant.

APPENDIX G
PROTECTIVE SURVEY
OPERATIONAL PROCEDURES MANUEL
DEPUTY SHERIFF – GENERALIST

Salary Step Range

Effective April 1, 2006, The Deputy Sheriff (2708) classification will be on a six-step pay range.

Effective April 1, 2006, all persons employed in the classifications of Deputy Sheriff shall have their step converted from a eight-step salary range to a six-step salary range as follows:

From Step 1 to Step 1 of six step range

From Step 2 to Step 1 of six step range

From Step 3 to Step 1 of six step range

From Step 4 to Step 2 of six step range

From Step 5 to Step 3 of six step range

From Step 6 to Step 4 of six step range

From Step 7 to Step 5 of six step range

From Step 8 to Step 6 of six step range

Effective April 1, 2007, a Step 7 shall be added to the range

Criteria for Salary Step 7 (Effective April 1, 2007)

Effective April 1, 2007, the seventh step of the Deputy Sheriff pay scale shall be authorized after completion of one year on the sixth step; completion of Custody and Patrol assignments with competent performance evaluations; and successful completion of Custody and Patrol training programs.

If an individual's performance is less than competent in either assignment or in either training program, the seventh step will not be authorized. The individual will be limited to the sixth step of the salary range. Deputies may transfer to any other assignment where acceptable, but shall not be paid above the sixth step of the salary range. This does not preclude the appointment of these individuals to certain Bonus positions in future assignments.

Certification Procedures for Step 7 (Effective April 1, 2007)

It shall be the responsibility of the Unit Commander to ensure that evaluations are prepared for personnel upon completion of their Custody training and upon completion of their Patrol training.

The standard Performance Evaluation form shall be completed with an indication in the "Other" section that such training has been completed. This evaluation shall be forwarded, by the Unit Commander, to Personnel Administration for placement in the employee's personnel file. When evaluations indicating competent performance in

Custody and Patrol assignments and successful completion of Patrol and Custody training have been received, and upon verification of completion of one year on the sixth step. Personnel Administration shall authorize payment of the seventh step.

DEPUTY SHERIFF – BONUS I POSITIONS

Three Tier Field Training Officer Program

Effective March 1, 2006, persons employed on the item of Deputy Sheriff (Item No. 2708) who are assigned to a Patrol Station as a Bonus Level I, Field Training Officer (FTO) shall be entitled to additional compensation as follows:

1. Upon completion of 12 months as an active FTO, such persons shall be entitled to additional compensation at a rate two schedules higher than that otherwise approved by the Board of Supervisors for such assignment. Employees receiving this level of compensation shall be functionally titled Senior Field Training Officer (SFTO).
2. Upon appointment to a Master Field Training Officer (MTO) assignment, such persons shall be entitled to additional compensation at a rate two schedules higher than that provided in 1. above;

3. Upon completion of 12 months as an active Master Field Training Officer assignment, such persons shall be entitled to additional compensation at a rate two schedules higher than that provided in 2. above.
4. FTO, SFTO and MTO positions are referenced as the FTO series.
5. Removal from any FTO series shall be consistent with the requirements as specified in the Protective Survey Operational Procedures Manual.
6. FTO and SFTO pay shall be received in 3-month increments.
7. Employees shall qualify for SFTO pay after receiving any 12 months (continuous or non-continuous service as an FTO) of FTO Bonus I pay.
8. Employees with 12 or more months of FTO pay, whenever such pay was received, shall be grandfathered as SFTOs once reappointed as a training officer.
9. The selection process for the FTO series shall be consistent with the Protective Survey Operational Procedures Manual.

10. All positions in the FTO series shall receive the Patrol Retention Bonus as specified in this agreement.
11. Promotion from the FTO series to Sergeant shall be from the pay step at the time of the promotion including skill pay differential.
12. FTOs shall not evaluate the performance of nor supervise any non-Field Operations Regional (FOR) trainees or civilians.
13. All FOR units shall have a Master Training Officer (MTO) with the exception of Avalon Station.
14. MTOs shall be a permanent position incrementally compensated including the manner of incremental compensation reduction, to a maximum 22% above Deputy Generalist, not including Patrol Retention Bonus as specified in the Protective Survey Operational Procedures Manual.
15. MTO skill pay differential shall be paid whether trainees are assigned to their particular FOR unit.
16. MTOs shall neither prepare evaluation forms, evaluate the performance of, nor supervise any non-FOR trainee or civilian personnel. MTOs may

consult with FTOs on an as-needed basis regarding the performance of trainees.

17. Removal from MTO status shall be consistent with the requirements of the Protective Survey Operational Procedures Manual.
18. In the event any FOR units require more than one MTO, the second and succeeding positions shall be temporary in nature. In the event any such FOR units curtails the number of MTOs, the temporary positions and incumbents, which shall be appointed from an active list, shall be removed in reverse of the order created. If the MTO position is permanently vacated for any reason, the vacancy shall be filled by the temporary MTO, if such position exists, and the temporary MTO is on an active list.

The County agrees to indemnify and defend the employee organization from any liabilities which may arise as a result of the employee organization entering into agreement to implement this program. It is expressly understood that the County shall choose counsel, and have control of all phases and aspects of the litigation and the organization's defense including settlement, and that the employee organization shall cooperate in that defense. It is further understood that this indemnity and defense provision only applies to those claims where the legality and constitutionality of the Three Tier FTO Program or any part of that program is at issue. It does not extend to

claims against the employee organization in which the legality or constitutionality of that program is not at issue. The County will not indemnify or defend the employee organization against any claim that the organization or anyone acting on its behalf improperly or negligently advised, represented, or performed services for an employee with respect to any event subsequent to the effective date of this agreement with respect to the Three Tier FTO Program, disciplinary proceedings arising from the program, or any other right or liability of the employee related to the program.